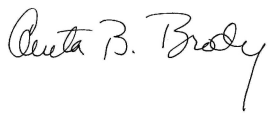
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

A. NATTERMAN & Cie GmbH, and AVENTIS BEHRING L.L.C.,	:	
Plaintiffs and Counterclaim Defendants	:	CIVIL ACTION
v.	:	03-CV-2268
BAYER CORPORATION and BAYER HEALTHCARE LLC.,	:	
Defendants and Counterclaimants,	:	
v.	:	
AVENTIS BEHRING GmbH,	:	
Counterclaim Defendant.	:	

ORDER

AND NOW, this _18th__ day of May, 2006, upon consideration of Plaintiffs' motion for reconsideration of my Order denying Plaintiffs' motion for summary judgment (Doc. # 121), and Defendants' response (Doc. # 125), it is **ORDERED** that the motion is **DENIED**.[1]

[1] Plaintiffs seek reconsideration of my decision that the 1998 Supply Agreement between Bayer and Centeon L.L.C. does not, as a matter of law, necessarily foreclose the possibility of a license to the '427 patent. Plaintiffs argue that I did not fully consider their contention that because the 1998 Agreement incorporates by reference a 1993 settlement agreement that licensed a different set of patents, it necessarily excludes any other patent license under the principle of *expressio unius est exclusio alterius*. However, as I explained in my April 18, 2006 Order, the 1998 Agreement itself does not explicitly mention this patent license, and the fact that it incorporates it by reference is simply not sufficient to invoke *expressio unius*. As the Supreme Court has stated, "[t]his maxim properly applies only when in the natural association of ideas in the mind of the reader that which is expressed is so set over by way of strong contrast to that which is omitted that the contrast enforces the affirmative inference that that which is omitted must be intended to have opposite and contrary treatment." Ford v. U.S., 273 U.S. 593, 611 (1927). That is not the case here.



ANITA B. BRODY, J.

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